

I-149-Ind-8911
complete file

RECEIVED

U. S. DEPARTMENT OF INTERIOR
BUREAU OF INDIAN AFFAIRS
NAVAJO AGENCY, BRANCH OF REALTY
WINDOW ROCK, ARIZONA

Resources
Realty

APR 27 1959

7113

U. S. Geological Survey
Carlsbad, N. M.

April 21, 1959

Federal Uranium Corporation
1370 South Third West
Salt Lake City, Utah

Gentlemen:

This is to advise that your Uranium mining leases on allotted Indian lands have been cancelled by our Area Office.

Contract numbers and date of cancellation are listed below:

<u>Contract No.</u>	<u>Date of Cancellation</u>
I-149-Ind-8911 ✓	11-30-58
I-149-Ind-8912	11-30-58

You are also advised that two bonds in the amount of \$2,000.00 each, showing Federal Uranium Corporation as principal and Great American Indemnity Company, New York, New York, as surety, both dated September 20, 1955 were cancelled, effective November 30, 1958.

You are authorized to furnish a copy of this letter to your bonding company as evidence that bonds are cancelled, effective November 30, 1958.

Sincerely yours,

(S) M. D. LONG

M. D. Long
Agency Realty Officer

cc: ✓ U. S. Geological Survey
P. O. Box 829
Carlsbad, New Mexico

P. O. Box 829
Carlsbad, New Mexico

March 9, 1959

Mr. Thomas Lynch
Realty Assistant
Navajo Agency
Window Rock, Arizona

Dear Mr. Lynch:

Reference is made to your letter of March 4, 1959, regarding cancellation of allotted land uranium mining leases Nos. I-1149-Ind.-8911, -8912, and -8913. With your letter was transmitted a summary of royalty reports for leases Nos. -8912 and -8913 which you requested be compared with the records of this office.

As regards lease No. 8911, the records of this office indicate that exploratory drilling was done on the land, but no mining operations were conducted and there was no production obtained. There is no objection to cancellation of lease No. 8911.

Lease No. 8912 was examined by me on March 1, 1959. All production from this lease was obtained from open pit operations. The summary of royalty reports furnished by your Agency agrees with the production records maintained by this office. It is noted that this lease originally issued to Glenn D. Williams and J. T. Hutton, and liquidation sheets indicate that the first 10,000 pounds of U3O8, on which the initial production is paid by the Atomic Energy Commission, was produced by Williams and Hutton. This office has no record of payment of royalty on initial production bonus but it is presumed your Agency collected initial production bonus royalty before the lease was assigned to Santa Fe Uranium Company and Federal Uranium Corporation.

The leased lands are satisfactory conditioned for abandonment and there is no objection to cancellation of lease No. 8912.

Lease No. 8913 was examined by me on March 1, 1959. This lease was developed by underground workings through two inclined drifts driven from the surface to the ore horizons. Both inclined drifts have been satisfactorily sealed and the underground workings

are effectively closed. At the No. 1 incline, a 24 by 30-foot sheet iron shop and storage building has been left on the premises. At no. 2 incline a 20 by 10-foot aluminum sheeting storage building and a 20 by 10-foot sheet iron hoisting engine building, open at one end, have been left on the premises in accordance with the terms of the lease. An open ventilation drill hole remains at the No. 1 incline workings and there is attached a copy of my letter to Federal Uranium requesting that this open hole be filled. This office does not recommend cancellation of lease No. 8913 until this dangerous condition has been eliminated.

The summary of royalty reports on lease No. 8913 submitted by you for comparison with the Survey records, agrees with the records of this office except in the following:

On page 1 of your summary for lease No. 8913, 3rd item (field receipt 474269, 11/28/55, royalty period October 1955) shows no entry. Attached is a copy of liquidation No. A-478, covering shipment of 95.6370 tons to the Anaconda Company, with a royalty value of \$52.22, which is applicable to this period.

On page 2 of your summary of lease No. 8913, 1st and 2nd items (field receipts 520868, 520869, royalty period May 1958) you show royalty payments of \$1,196.18 and \$758.00. The Survey records do not show any liquidation sheets applicable to these sums and we are unable to reconcile these two entries.

Also attached is a copy of liquidation No. 111, Home-stake - - New Mexico Partners mill showing production of 529.459 tons for February 1959. This is the last production from lease 8913. Otherwise your summary of royalty reports agrees with the Survey records.

The records of this office also show that lease No. 8913 was originally issued to Glenn H. Williams and J. T. Hutton and again it is presumed that royalty on initial production bonus was collected before the lease was assigned to Santa Fe Uranium Company and Federal Uranium Corporation.

Accordingly, as to matters within the jurisdiction of the Geological Survey, there is no objection to cancellation of leases Nos. 8911 and 8912 at this time.

This office will advise you when Federal Uranium Corporation has satisfactorily conditioned lease No. 8913 for abandonment.

Sincerely yours,

M. S. Fulton
Regional Mining Supervisor

5-1560
(May 1942)

RECEIVED

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

CONTRACT No.

I-149-Ind-8911

JUL 16 1954

U. S. Geological Survey
Carlsbad, N. M.

ASSIGNMENT OF MINING LEASE

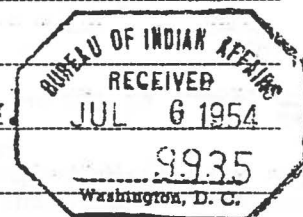
WHEREAS, the Secretary of the Interior has heretofore approved Uranium
mining lease, dated the 7th day of June, 1951, entered into by and between
WALTER VANDEVER, Navajo Indian Allottee C77411, lessor,
and GLENN D. WILLIAMS and J. T. HUTTON, lessee,
covering the following-described lands in the County of McKinley (Eastern Navajo)
(Insert name of Reservation, Pueblo, Nation, etc., as needed)
in the State of New Mexico, to wit:

The North half of North half of

Section 13,

Township 13 North, Range 11 West, N.M.P.M.

Containing 160 acres



Now, THEREFORE, for and in consideration of One and no/100

----- dollars (\$ 1.00), the receipt of which is hereby acknowl-
edged, the said Glenn D. Williams (Assignee of J. T. Hutton and Parallee
Hutton, his wife) (whose wife, Edith A. Williams joins him
in the execution hereof)
the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys

All Their right, title, and interest in and to said lease,
and all their right, title and interest in and to the therein described.

subject to the approval of the Secretary of the Interior, to Santa Fe Uranium Company
-----, of Salt Lake City, Utah

Said assignment to be effective from date of approval hereby ^{of} by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor has hereunto set our hand and seal, this 23rd
day of June, 1954

Glenn D. Williams
Edith A. Williams

ACKNOWLEDGMENT OF CORPORATION

STATE OF _____ }
COUNTY OF _____ } ss:

Before me, a notary public, in and for said county and State on this _____ day of _____, 19____ personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires _____, 19____

Notary Public.

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF New Mexico }
COUNTY OF McKinley } ss:

Before me, a notary public, in and for said county and State, on this 23rd day of June, 19 54 personally appeared GLENN D. WILLIAMS and EDITH A. WILLIAMS, his wife

to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires December 30, 19 54

Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set _____ hand and seal this 23rd day of June, 19 54

ATTEST:

BY

Noland W. Schneider
Vice President

Secretary

CONSENT OF SURETY

The CENTRAL SURETY AND INSURANCE CORPORATION, of Kansas City, Missouri, surety for Glenn D. Williams on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at Kansas City, Missouri this 11th day of June, 19 54

CENTRAL SURETY AND INSURANCE CORPORATION

By

J. F. Daniels
J. F. Daniels, Attorney

UNITED STATES
DEPARTMENT OF THE INTERIOR,

Washington, D. C.,

JUL - 5 1954

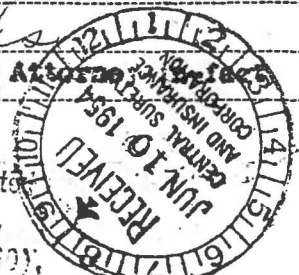
APPROVED:

W. M. DUNHAM

Approved under authority delegated
by Secretarial Order No. 2503,
January 11, 1940, 44 F.R. 251-260,
and December 31, 1947,
(16 F.R. 1000).

Commissioner Indian Affairs.
Chief, Branch of Realty

16-11083-2 U. S. GOVERNMENT PRINTING OFFICE



RECEIVED
DEC 21 1953

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

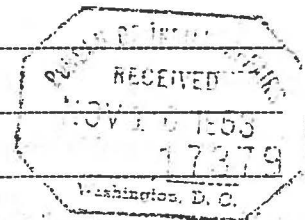
CONTRACT No.
I-149-Ind-8911

U. S. Geological Survey
Carlsbad, N. M.

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior has heretofore approved Uranium
mining lease, dated the 7 day of June, 1951, entered into by and between
Walter Vandever, Allottee 077411, lessor,
and Glenn D. Williams and J. T. Hutton, lessee,
covering the following-described lands in the County of McKinley (Eastern Navajo)
(Insert name of Reservation, Pueblo, Nation, etc., as needed)
in the State of New Mexico, to-wit:

The North half of North half of
Section 13,
Township 13 North, Range 11 West, N.M.P.M.
Containing 160 acres



NOW, THEREFORE, for and in consideration of One and no/100
dollars (\$1.00), the receipt of which is hereby acknowl-
edged, the said J. T. Hutton, together with Parallee Hutton, his wife, two of
the owners of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys
all of their right, title, and interest in and to said lease,
and all of their right, title and interest in and to the land therein
described,

subject to the approval of the Secretary of the Interior, to Glenn D. Williams
, of Gallup, New Mexico

Said assignment to be effective from date of approval ^{of} hereby by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignors ^{have} hereunto set their hand and seal, this 26th
day of January, 1953

J. T. Hutton (Seal)
Parallee Hutton (Seal)

ACKNOWLEDGMENT OF CORPORATION

STATE OF _____ }
COUNTY OF _____ } ss:

Before me, a notary public, in and for said county and State on this _____ day of _____, 19____ personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires _____, 19____

Notary Public.

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF New Mexico }
COUNTY OF McKinley } ss:

Before me, a notary public, in and for said county and State, on this 5th day of February, 1953 personally appeared _____

J. T. Hutton and Paralees Hutton, husband and wife

_____, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 5/28, 1953

Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set his hand and seal this 5th day of February, 1953.

Alvin D. Williams (Seal)

CONSENT OF SURETY

The _____, of _____, surety for _____ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at _____ this _____ day of _____, 19____

UNITED STATES
DEPARTMENT OF THE INTERIOR,

Washington, D. C., _____

APPROVED:

DEC - 3 1953

(S) E. H. ULL

ASSISTANT

Commis

r of Indian Affairs.

Copy Mailed to Washington

RECEIVED

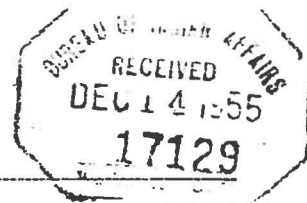
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

CONTRACT No.
I-149-Ind.-8911

U.S. Geological Survey

Carlsbad, N. M.

ASSIGNMENT OF MINING LEASE



WHEREAS, the Secretary of the Interior has heretofore approved Uranium
mining lease, dated the 7 day of June, 1951, entered into by and between
Elter Vandover, Allottee 077411, lessor,
and Glenn D. Williams and J. F. Button (later assigned to Santa Fe Uranium Company), lessee,
covering the following-described lands in the County of McKinley (Eastern Navajo)
in the State of New Mexico, to-wit:
(Insert name of Reservation, Pueblo, Nation, etc., as needed)

The North half of North half of
Section 13,
Township 13 North, Range 11 West, N.M.P.M.
Containing 160 acres

NOW, THEREFORE, for and in consideration of One and no/100
dollars (\$1.00), the receipt of which is hereby acknowl-
edged, the said Santa Fe Uranium Company (now merged with Federal Uranium
Corp.,
the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys by the
above mentioned merger all of its right, title, and interest in and to said lease,
and all of its right, title and interest in and to the land therein
described,

subject to the approval of the Secretary of the Interior, to Federal Uranium Corporation
, of Nevada

Said assignment to be effective from date of approval hereby by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor has hereunto set _____ hand and seal, this 14th
day of September, 1955

Santa Fe Uranium Company

H. P. Brownson Pres.
J. H. Taylor

ACKNOWLEDGMENT OF CORPORATION

STATE OF Utah }
COUNTY OF Salt Lake } ss:

Before me, a notary public, in and for said county and State on this 14th day of September, 1955 personally appeared H. R. Brownson & A. D. Morgan to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and Secretary and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires July 18, 1959 Margaret M. Stewart
Notary Public.

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss:

Before me, a notary public, in and for said county and State, on this _____ day of _____, 19____ personally appeared _____

_____, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires _____, 19____ Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set 14th hand and seal this September day of _____, 1955

Attest:

[Signature]

Federal Uranium Corporation

By [Signature]

CONSENT OF SURETY

The _____, of _____, surety for _____ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at _____ this _____ day of _____, 19____

UNITED STATES
DEPARTMENT OF THE INTERIOR,
Washington, D. C., JAN - 4 1956

APPROVED: (360) GLENN L. EMMONS

Commissioner of Indian Affairs.

Approved under authority delegated
by Secretarial Order No. 2508,
January 11, 1949 (14 F.R. 258-260),
and Order No. 551, Amendment 7
(19 F.R. 1906).

U. S. GOVERNMENT PRINTING OFFICE

Copy mailed to Washington 5/21/52

Form 5-154
(October 1939)

RECEIVED

UNITED STATES

DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS

Contract No. E-149-Ind-8911

MAY 15 1952

U. S. Geological Survey

MINING LEASE ALLOTTED INDIAN LANDS

(For Minerals other than Oil and Gas)



Grantor: Mining Lease Navajo

Reservation

(Write all names and addresses in full)

THIS INDENTURE OF LEASE, made and entered into in quintuplicate, on this 7 day of

June, 1951, by and between Walter Vandever

allottee No. 077411 of the Navajo tribe of Indians,

of Apache County, State of New Mexico

part Y of the first part, hereinafter called the lessor, and Alan L. Miller and

J. T. Patton, of Apache,

State of New Mexico, part 1cc of the second part, hereinafter called the lessee, under and in pursuance of the provisions of existing law and the rules and regulations prescribed by the Secretary of the Interior relative to mining leases covering restricted Indian allotments.

WITNESSETH Cash bonus of \$750.00

1. That the lessor, for and in consideration of \$1/receipt whereof is hereby acknowledged, and of the royalties, covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid and observed by the lessee, doth hereby demise, grant, and lease unto the said lessee, the following-described tract of land lying and being within the

Reservation, county of Apache, and State of New Mexico

to wit:

The North Half of the North Half of

of section 13, township 23 N., range 11 E., 1-4-35 meridian, and containing

160 acres, more or less, for the full term of 15 years from the date of approval hereof, for the

sole purpose of prospecting for and mining minerals, as follows: uranium and related minerals.

the lessee to occupy so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, milling, storing, and removing such minerals.

2. The term "Superintendent" as used herein shall refer to the superintendent or other official in charge of the Indian Agency having jurisdiction over the lands leased.

3. In consideration of the foregoing, the lessee hereby agrees:

(a) ROYALTY.—To pay, or cause to be paid, to the Superintendent, for the use and benefit of the lessor, as royalties, the sums of money as follows, to wit: * ~~as set forth in attached continuation sheet. Provisions of pars. (b) and (d) of this section are superseded by attached continuation sheet. In case of conflict provisions of sections (b) and (d) shall prevail.~~

All royalties accruing for any month shall be due and payable on or before the twenty-fifth day of the month succeeding.

W.D.W.
~~(b) ANNUAL RENTAL.—To pay, or cause to be paid, to the Superintendent for the use and benefit of the lessor, in advance beginning with the date of approval of the lease, as annual rental, the following: Twenty-five cents per acre for the first calendar year or fraction thereof, 50 cents per acre per annum for the second and third years, and \$1 per acre per annum in advance for each and every calendar year thereafter during the continuance of the lease; it being understood and agreed that said sum so paid shall be a credit on the royalties accruing during the year for which the payment of annual rental is made, and that said annual rental when paid shall not be refunded to the lessee because of any subsequent surrender or cancellation hereof.~~

W.D.W.
(c) DILIGENCE, PREVENTION OF WASTE.—To exercise diligence in the conduct of prospecting and mining operations; to carry on development and operations in a workmanlike manner and to the fullest possible extent; to commit no waste on the said land and to suffer none to be committed upon the portion in his occupancy or use; to comply with all the requirements of the laws of the State in which the land is located; to take appropriate steps for the preservation of the property and the health and safety of workmen; promptly to surrender and return the premises upon the termination of this lease to whomsoever shall be lawfully entitled thereto, in as good condition as received, excepting for the ordinary wear and tear and unavoidable accidents in their proper use; not to remove therefrom any buildings or permanent improvements erected thereon during the said term by the said lessee, but said buildings and improvements shall remain a part of said land and become the property of the owner of the surface of the land, excepting the office fixtures and records, personal property, tools, pumping and drilling outfits, boilers, engines, and mining machinery, which shall remain the property of the lessee and may be removed at any time prior to 60 days after the termination of the lease by forfeiture or otherwise, provided the payments agreed upon by this lease have been made and the lease terms and regulations applicable thereto have been fully complied with, but not otherwise; not to permit any nuisance to be maintained on the premises under lessee's control, nor allow any intoxicating liquors to be sold or given away for any purpose on such premises; and not to use such premises for any other purposes than those authorized in this lease.

(d) DEVELOPMENT.—The land described herein shall not be held by the lessee for speculative purposes, but in good faith for mining the minerals specified; and the failure by the lessee in the diligent development and continued operation of the mine or mines, except when operations may be interrupted by strikes, the elements, or casualties not attributable to the lessee, shall be held as a want of compliance with the purposes of this lease and shall render it subject to cancellation: *Provided*, That whenever the Secretary of the Interior shall consider the marketing facilities inadequate or the economic conditions unsatisfactory, he may authorize the suspension of operations for such time as he may deem advisable, but such action will not release the lessee from the payment of the advance annual rental.

(e) MONTHLY STATEMENTS.—To keep an accurate account of all mining operations, showing the sales, prices, dates, purchasers, and the whole amount of minerals mined, the amount removed, and the gross receipts derived therefrom, and to furnish the Superintendent sworn monthly reports thereon not later than the twenty-fifth of the succeeding month; and all sums due as royalty and advance rental shall be a lien on all implements, tools, movable machinery, and all other personal chattels used in operation upon said property, and upon all of the unsold minerals obtained from the land herein leased, as security for payment of said sums. An audit of the lessee's accounts and books shall be made annually or at such times as may be directed by the Superintendent by certified public accountants approved by the Secretary of the Interior and at the expense of the lessee. The lessee shall furnish free of cost a copy of such audits to the Secretary of the Interior through the Superintendent within 30 days after the completion of each auditing.

(f) REGULATIONS.—To abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter in force relative to such leases: *Provided*, That no regulations hereafter approved shall effect a change in rate of royalty, the annual rental herein specified, or the term of this lease, without the written consent of the parties to this lease.

* Here insert the royalties agreed upon in accordance with applicable regulations.

(g) ASSIGNMENT OF LEASE.—Not to assign this lease or any interest therein by an operating agreement or otherwise nor to sublet any portion of the leased premises before restrictions are removed, except with the approval of the Secretary of the Interior. If this lease is divided by the assignment of an entire interest in any part of it, each part shall be considered a separate lease under all the terms and conditions of the original lease.

(h) BOND.—To furnish such bond as may be required by the regulations of the Secretary of the Interior conditioned upon compliance with the terms of this lease.

4. MILLING.—All ores or minerals mined on said land shall be cleaned and prepared for market thereon, and no ore or crushed material shall be removed therefrom to be cleaned or prepared for market without the written consent of the Secretary of the Interior.

5. INSPECTION.—The leased premises and producing operations, improvements, machinery and fixtures thereon and connected therewith, and all books and accounts of the lessee shall be open at all times for inspection by the lessor and his agents or any duly authorized representative of the Secretary of the Interior.

6. DISPOSITION OF SURFACE.—The lessor expressly reserves the right to lease, sell, or otherwise dispose of the surface of the lands embraced within this lease under existing law or laws hereafter enacted, such disposition to be subject at all times to the right of the lessee herein to the use of so much of said surface as is necessary in the extraction and removal of the minerals from the land herein described in accordance with this lease.

7. SURRENDER AND TERMINATION.—The lessee shall have the right at any time during the term hereof to surrender and terminate this lease or any part thereof upon the payment of all rentals, royalties, and other obligations due and payable to the lessor, and the further sum of \$1, and in the event restrictions have not been removed, upon a showing satisfactory to the Secretary of the Interior that full provision has been made for the conservation and protection of the property, the lease to continue in full force and effect as to the lands not so surrendered. If this lease has been recorded lessee shall file a recorded release with his application to the Superintendent for termination of this lease.

8. CANCELAN AND FORFEITURE.—When, in the opinion of the Secretary of the Interior, there has been a violation of any of the terms and conditions of this lease before restrictions are removed, the Secretary of the Interior shall have the right at any time after 30 days' notice to the lessee, specifying the terms and conditions violated, and after a hearing, if the lessee shall so request within 30 days of receipt of notice, to declare this lease null and void, and the lessor shall then be entitled and authorized to take immediate possession of the land: *Provided*, That after restrictions are removed the lessor shall have and be entitled to any available remedy in law or equity for breach of this contract by the lessee.

9. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR.—Should the Secretary of the Interior, at any time during the life of this instrument, relinquish supervision as to all or part of the acreage covered hereby, such relinquishment shall not bind lessee until said Secretary shall have given 30 days' written notice. Until said requirements are fulfilled, lessee shall continue to make all payments due hereunder as provided in section 3 (a) and (b). After notice of relinquishment has been received by lessee, as herein provided, this lease shall be subject to the following further conditions:

(a) All rentals and royalties thereafter accruing shall be paid directly to lessor or his successors in title.

(b) If, at the time supervision is relinquished by the Secretary of the Interior as to all lands included in this lease, lessee shall have made all payments then due hereunder, and shall have fully performed all obligations on its part to be performed up to the time of such relinquishment, then the bond given to secure the performance hereof, on file in the Indian Office, shall be of no further force or effect.

10. HEIRS AND SUCCESSORS IN INTEREST.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

11. GOVERNMENT EMPLOYEES CANNOT ACQUIRE LEASE.—No lease, assignment thereof, or interest therein will be approved to any employee or employees of the United States Government whether connected with the Indian Service or otherwise, and no employee of the Interior Department shall be permitted to acquire any interest in such leases by ownership of stock in corporations having leases or in any other manner.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

TWO WITNESSES TO EXECUTION BY LESSOR:

M. D. Long

P. O. Window Rock, Ariz.

Ruby Foster

P. O. Window Rock, Ariz.

TWO WITNESSES TO EXECUTION BY LESSEE:

M. D. Long

P. O. Window Rock, Ariz.

Ruby Foster

P. O. Window Rock, Ariz.

State of Arizona

County of Apache

ss:

Walter Vandover [SEAL]
Walter Vandover

_____ [SEAL]

Alma Williams [SEAL]
Alma Williams

J. H. Sutton [SEAL]
J. H. Sutton

Attest: _____

ACKNOWLEDGMENT OF LESSOR

Before me, a notary public, on this 7th day of June, 1951, personally appeared Walter Vandover, to me known to be the identical person who executed the within and foregoing lease, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Feb. 29, 1952

Adelle Samuelson
Notary Public.
In and for the County of Pima,
State of Arizona.

UNITED STATES
DEPARTMENT OF THE INTERIOR

Washington, D. C., _____, 19____
~~The within lease is hereby approved:~~

Assistant Secretary of the Interior.

Filed for record this _____ day of _____
o'clock _____ m.
Approved under authority delegated
by Secretarial Order No. 2509,
January 11, 1949 (14 F.R. 250-260),
and Order No. 551, Amendment By
Rental received, \$ 100.00 16 F.R. 8252).

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
WASHINGTON 25, D. C. NOV 30 1951

APPROVED: Sgt. H. M. Griffith

Form 5-154
(October 1939)

CONTINUATION SHEET

Contract No.

I-149-Ind-8911

MINING LEASE ALLOTTED INDIAN LANDS
(For Minerals other than Oil and Gas)

The Lessee hereby agrees to pay or cause to be paid to the Superintendent for the use and benefit of the Lessor, as royalty, the sums of money as follows:

Percentage Royalty Schedule

<u>Mine Value Per Dry Ton</u>	<u>Royalty Percentage of Mine Value Per Dry Ton</u>
\$ 0.01 to \$ 10.01	10%
\$ 10.01 to \$ 20.01	11%
\$ 20.01 to \$ 30.01	12%
\$ 30.01 to \$ 40.01	13%
\$ 40.01 to \$ 50.01	14%
\$ 50.01 to \$ 60.01	15%
\$ 60.01 to \$ 70.01	16%
\$ 70.01 to \$ 80.01	17%
\$ 80.01 to \$ 90.01	18%
\$ 90.01 to \$100.01	19%
\$100.01 or more	20%

*See
p. 10
W.N.*

"MINE VALUE PER DRY TON", wherever used herein is hereby defined as the dollar value per dry ton of crude ores at the mine as paid for by the Atomic Energy Commission or other government agency before allowance for transportation and development; however, if the government at any time hereafter does not establish and pay for said ores on a fixed or scheduled dollar value per dry ton of crude ores at the mine, or said ores contain saleable minerals, some, or all, of which are disposed of to a custom treatment plant or smelter for treatment and sale, then mine value per dry ton shall be the gross value per dry ton of said crude ore as paid for by the Atomic Energy Commission or other government authorized agency mill or other buyer, less any allowances or reimbursements for the following specific items: (1) transportation of ores; (2) allowances for exploration for, or development of ores; and (3) treatment or beneficiation of ores; which specific items shall in such event be deducted from the gross sales price received from the metal content of said ores by the seller before said percentage royalty is calculated and paid. Such payments shall be made on or before the fifteenth (15th) day of the month next following receipt by Lessee of payment for said ores together with a statement of the mine value of said ores and the amount of royalty due on each lot shipped and sold.

In addition to the above royalty payments there shall be paid to the Superintendent for the use and benefit of the Lessor 10% of any bonus paid by the United States Atomic Energy Commission for the production of ore from the above lease and particularly bonuses for the initial production of uranium ore from said lease. But this provision shall not be limited to bonuses for initial production but shall apply to any and all bonuses paid for the production of ore.

CONTINUATION SHEET

Contract No. _____

MINING LEASE ALLOTTED INDIAN LANDS
(For Minerals other than Oil and Gas)

The Lessee hereby agrees to pay or cause to be paid to the Superintendent for the use and benefit of the Lessor, as royalty, the sums of money as follows:

Percentage Royalty Schedule

<u>Mine Value per Dry Ton</u>	<u>Royalty Percentage of Mine Value per Dry Ton</u>
\$.01 to \$ 10.01	10%
\$ 10.01 to \$ 20.01	11%
\$ 20.01 to \$ 30.01	12%
\$ 30.01 to \$ 40.01	13%
\$ 40.01 to \$ 50.01	14%
\$ 50.01 to \$ 60.01	15%
\$ 60.01 to \$ 70.01	16%
\$ 70.01 to \$ 80.01	17%
\$ 80.01 to \$ 90.01	18%
\$ 90.01 to \$ 100.01	19%
\$ 100.01 or more	20%

"MINE VALUE PER DRY TON", wherever used herein is hereby defined as the dollar value per dry ton of crude ores at the mine as paid for by the Atomic Energy Commission or other government authorized agency before allowance for transportation and development; however, if the government at any time hereafter does not establish and pay for said ores on a fixed or scheduled dollar value per dry ton of crude ores at the mine, or said ores contain saleable minerals, some, or all, of which are disposed of to a custom treatment plant or smelter for treatment and sale, then mine value per dry ton shall be the gross value per dry ton of said crude ore as paid for by the Atomic Energy Commission or other government authorized agency mill or other buyer, less any allowances, costs, monies or reimbursements for the following specific items: (1) transportation of ores; and (2) treatment or beneficiation of ores; which specific items shall in such event be deducted from the gross sales price received from the metal content of said ores by the seller before said percentage royalty is calculated and paid. Such payments shall be made on or before the fifteenth (15th) day of the month next following receipt by Lessee of payment for said ores together with a statement of the mine value of said ores and the amount of royalty due on each lot shipped and sold.

In addition to the above royalty payments there shall be paid to the Superintendent for the use and benefit of the Lessor 10% of any bonus paid by the United States Atomic Energy Commission for the production of ore from the above lease and particularly bonuses for the initial production of uranium or from said lease. But this provision shall not be limited to bonuses for initial production but shall apply to any and all bonuses paid for the production of ore.

The Lessee shall not be permitted to surrender or terminate this lease until the damages provided for in this paragraph have been paid and in the event of the cancellation or forfeiture of this lease by the Secretary of the Interior as provided in said lease, the Lessee shall remain obligated to pay for surface damages as herein provided and the bondsmen of the Lessee shall not be released from liability until such surface damages are paid. The extent of the surface damages and the amount due therefor, shall be determined by the Secretary of the Interior.

The lessee shall employ Navajo labor in all positions for which they are qualified, including truck drivers, and shall protect the Indian grazing rights and other Indian rights to the surface of the lands.

The lessee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all sub-contracts hereunder.

Two witnesses to signature
of Lessee

M. D. Long
Ruby Foster

Alvin D. Williams
Lessee
H. Hutton
(Attest)

Two witnesses to signature
of Lessor

M. D. Long
Ruby Foster

Walter Vandenberg
Lessor

Lessor

Lessor

Lessor

Lessor

Lessor

STIPULATION

Modifying allotted land mining lease Contract No. I-119-Ind-8911.

WHEREAS, above numbered mining lease was made for the sole purpose of prospecting for and mining minerals, as follows:
"Uranium and related minerals."

This amendment shall not effect any of the other provisions of said lease and said lease as originally signed shall remain in force and unaltered except as to the modification herein set out.

It is therefore agreed that the wording "Uranium bearing ores", is hereby substituted for "Uranium and related minerals".

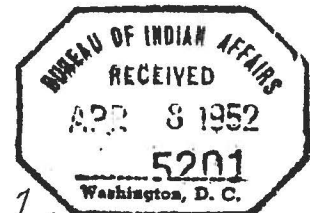
WITNESSES TO SIGNATURES:

William D. ...
Jennie A. Snyder

Walter Vandever
Walter Vandever, Lessor
Glenn D. Williams
Glenn D. Williams, Lessee
J. T. Hutton
J. T. Hutton, Lessee

ACKNOWLEDGMENT OF LESSOR

STATE OF NEW MEXICO)
COUNTY OF MCKINLEY) (SS



BEFORE ME, a Notary Public, on this 29th day of February 1952, personally appeared Walter Vandever, to me known to be the identical person who executed the foregoing stipulation, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Comm Expires 5/25/53

[Signature]
Notary Public

CONSENT OF SURETY

CENTRAL SURETY AND INSURANCE CORPORATION, surety for Glenn D. Williams and J. T. Hutton on the bond accompanying the lease above designated, hereby consents to the foregoing modification and agrees that said bond shall remain in full force and effect covering obligations of the lessees.

Dated at Denver, Colorado this 4th day of March 1952.

CENTRAL SURETY AND INSURANCE CORPORATION
By Leonard Stebbins
(Leonard Stebbins)
Attorney-in-Fact

S T I P U L A T I O N

Modifying Allotted Land Mining Lease Contract No. I-149-ind-8911.

Above numbered mining lease is hereby modified to provide as follows:

"Wherever minerals or other products are recovered which are not included in determining mine value per dry ton as defined on page one of continuation sheet of form 5-154 attached and made a part of said lease, there shall be paid to the lessor for such minerals or other products, a royalty of 10 percent of the gross value of such products."

This modification shall not effect any of the other provisions of said lease and said lease shall remain in force and unaltered except as to the modification herein set out.

Witnesses to Signatures:

Walter Vandever
Walter Vandever, Lessor

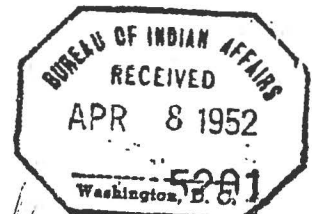
Glenn D. Williams
Glenn D. Williams, Lessee

J. T. Hutton
J. T. Hutton, Lessee

5201

ACKNOWLEDGMENT OF LESSOR

STATE OF NEW MEXICO ()
COUNTY OF MCKINLEY () SS



BEFORE ME, a Notary Public, on this 8th day of March 1952 personally appeared Walter Vandever, to me known to be the identical person who executed the foregoing stipulation, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires: 5/28/53

Notary Public

CONSENT OF SURETY

CENTRAL SURETY AND INSURANCE CORPORATION, surety for Glenn D. Williams and J. T. Hutton on the bond accompanying the lease above designated, hereby consents to the foregoing modification and agrees that said bond shall remain in full force and effect covering obligations of the lessee.

Dated at Kansas City, Missouri this 18th day of March 1952.

CENTRAL SURETY AND INSURANCE CORPORATION

By R. W. Wyatt
R. W. Wyatt, Attorney-in-fact